

1 John Eddie Williams, Jr.
 2 Brian Abramson
 3 Margaret Lecocke
 4 Walt Cubberly (SBN 325163)
 5 Batami Baskin
 6 Myles Shaw
 7 WILLIAM HART & BOUNDAS, LLP
 8 8441 Gulf Freeway, Suite 600
 9 Houston, Texas 77017-5051
 10 Telephone: (713) 230-2200
 11 Facsimile: (713) 643-6226
 12 Email: jwilliams@whlaw.com
 13 Email: babramson@whlaw.com
 14 Email: mlecocke@whlaw.com
 15 Email: wcubberly@whlaw.com
 16 Email: bbaskin@whlaw.com
 17 Email: mshaw@whlaw.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

16 IN RE: UBER TECHNOLOGIES, INC.,
 17 PASSENGER SEXUAL ASSAULT
 18 LITIGATION

Case 3:23-md-03084-CRB

MDL No. 3084

Honorable Charles R. Breyer
 JURY TRIAL DEMANDED

This Document Relates to:

21 *WHB 823 v. Uber Technologies, Inc.*
 22 No. 3:24-cv-4900

AMENDED BELLWETHER COMPLAINT AND DEMAND FOR JURY TRIAL

23 Under PTO 21 (ECF 1950), Plaintiff files this Amended Bellwether Complaint against the
 24 Defendants named below. Plaintiff incorporates the allegations set out in the Master Long-Form
 25 Complaint filed at ECF 269 in *In re: Uber Technologies, Inc., Passenger Sexual Assault*
 26 *Litigation*, No. 23-md-3084 (N.D. Cal.).
 27

1 **I. DESIGNATED FORUM¹**

2 1. Identify the Federal District Court in which the Plaintiff would have filed in the
 3 absence of direct filing: Northern District of California.

4 **II. IDENTIFICATION OF PARTIES**

5 **A. PLAINTIFF**

6 2. *Injured Plaintiff*: Name of the individual sexually assaulted, battered, harassed,
 7 and/or otherwise attacked by an Uber driver with whom they were paired while using the Uber
 8 platform: WHB 823.

9 3. At the time of the filing of this Amended Bellwether Complaint, Plaintiff resides
 10 at: Franklinton, Franklin County, North Carolina

11 **B. DEFENDANT(S)**

12 4. Plaintiff names the following Defendants in this action.

13 UBER TECHNOLOGIES, INC.;²

14 RASIER, LLC;³

15 RASIER-CA, LLC.⁴

16 **C. RIDE INFORMATION**

17 5. Plaintiff was sexually assaulted, harassed, battered, or otherwise attacked by an
 18 Uber driver in connection with an Uber ride in Wake County, North Carolina, on March 26, 2019.

19 6. Plaintiff was the owner of the Uber account used to request the relevant ride.

20 7. The driver's name was Jeffery Richardson.

21 8. At first the driver was friendly and engaged in casual conversation.

22 9. When the Uber reached the destination, the driver turned toward her, grabbed
 23 Plaintiff's upper thigh, and made sexualized comments about her thigh.

26 ¹ See PTO No. 6, at II(C) (ECF 177).

27 ² Delaware corporation with a principal place of business in California.

28 ³ Delaware corporation with a principal place of business in California.

⁴ Delaware corporation with a principal place of business in California.

1 10. The conduct described in the Master Long-Form Complaint and herein was a
 2 substantial factor in causing Plaintiff to suffer economic and non-economic harm.

3 **III. CAUSES OF ACTION ASSERTED**

4 11. The following Causes of Action asserted in the Master Long-Form Complaint,
 5 including all allegations in support, are adopted in this Amended Bellwether Complaint by
 6 reference:

7 Check if 8 Applicable	9 Cause of 10 Action 11 Number	12 Cause of Action
13 <input checked="" type="checkbox"/>	14 I	15 CLAIM B - NEGLIGENCE (excluding entrustment theory)
16 <input type="checkbox"/>	17 II	18 CLAIM C - FRAUD AND MISREPRESENTATION
19 <input checked="" type="checkbox"/>	20 III	21 CLAIM E - COMMON CARRIER'S NON-DELEGABLE DUTY TO 22 PROVIDE SAFE TRANSPORTATION
23 <input type="checkbox"/>	24 VI	25 CLAIM G.1 - VICARIOUS LIABILITY- EMPLOYEE
26 <input type="checkbox"/>	27 VI	28 CLAIM G.2 - VICARIOUS LIABILITY- APPARENT AGENCY
29 <input type="checkbox"/>	30 VII	31 CLAIM G.3 - VICARIOUS LIABILITY- RATIFICATION
32 <input type="checkbox"/>	33 VIII	34 CLAIM H - STRICT PRODUCTS LIABILITY – DESIGN DEFECT
35 <input type="checkbox"/>	36 IX	37 CLAIM H - STRICT PRODUCTS LIABILITY – FAILURE TO 38 WARN
39 <input checked="" type="checkbox"/>	40 X	41 CLAIM H - STRICT PRODUCTS LIABILITY – PRODUCTS 42 LIABILITY ACTS [N.C. Stat. § 99b, et seq. – Implied Warranty and 43 Negligent Design Defect]

17 **IV. ADDITIONAL ALLEGATIONS IN SUPPORT OF VICARIOUS LIABILITY
18 CLAIMS**

19 12. Plaintiff alleges that Defendants are vicariously liable for the following intentional
 20 torts committed by the driver in addition to being vicariously liable for the driver's negligence.

21 13. **Assault.** The driver by an intentional act or display of force and violence
 22 threatened Plaintiff with imminent bodily injury. The act or display caused Plaintiff to have a
 23 reasonable apprehension that harmful or offensive contact with her person was imminent.

24 14. **Battery.** The driver intentionally caused bodily contact with Plaintiff. Such bodily
 25 contact offended Plaintiff's reasonable sense of personal dignity. Such bodily contact occurred
 26 without Plaintiff's consent.

1 **V. ADDITIONAL ALLEGATIONS IN SUPPORT OF PRODUCTS LIABILITY**
 2 **CLAIMS**

3 **A. North Carolina-Specific Claims**

4 15. Plaintiff incorporates by reference the allegations in the Master Complaint pleaded
 5 under Claim H.

6 16. **Breach of Implied Warranty.** Defendants are merchants with respect to mobile
 7 applications, having designed, developed, manufactured, marketed, and distributed the Uber App
 8 since at least 2009. The App was subject to an implied warranty of merchantability, but did not
 9 comply with such warranty because it was defective. The App was not reasonably fit for the use
 10 or purpose anticipated or reasonably foreseeable by Defendants. The App left Defendants' control
 11 in a defective condition, that is, the App was defective at the time it was made available to users
 12 or consumers in various app stores.

13 17. **Negligent Design Defect.** Defendants had a duty to use reasonable care in
 14 designing the App so as to eliminate unreasonable risks of harm or injury that were reasonably
 15 foreseeable. Defendants knew, or reasonably should have known, of the App's propensity for
 16 harm due to the risk of sexual misconduct or assault faced by users, including Plaintiff,
 17 interacting with the App, as designed. App users were at risk of sexual misconduct or assault
 18 when using the Uber App and these risks were the result of design choices made by Defendants.
 19 The risk of sexual assault or misconduct to users of the App was foreseeable and existed at all
 20 relevant times when the App was available in the stream of commerce. The foreseeable risk of
 21 sexual misconduct or assault to users interacting with the App could have been substantially
 22 reduced or prevented by the adoption of reasonable alternative designs, such as those described
 23 below. Such alternative design choices are feasible and would not have substantially impaired the
 24 usefulness, practicality, or desirability of the App.

25 **B. Product Defects**

26 18. **App-Based Ride Recording.** The Uber App was defective in its design because it
 27 could have been, but was not, designed to trigger automatic video recording of rides and the time
 28 period immediately around them, including the time when a rider and driver remained in

1 proximity to each other, whether through using the camera already installed on a driver's cell
 2 phone, or through an external device linked to the App.

3 19. The presence of cameras serves a deterrent function that significantly reduces and
 4 prevents sexual assault and misconduct. Even the potential for a ride to be recorded serves a
 5 deterrent function that significantly reduces and prevents sexual assault and misconduct.

6 20. Uber is aware that the presence of cameras serves as a deterrent that can and does
 7 significantly reduce sexual assault and sexual misconduct and, to that end, has explored the use of
 8 recording functionalities for the Uber App. But these recording functionalities (even if they were
 9 available during Plaintiff's ride) are inadequately designed to address sexual assault or sexual
 10 misconduct committed by drivers against passengers.

11 21. For example, Uber developers modified the code of the Uber App on the back end
 12 to allow in-app video recording by the driver. That is, when toggled on by the driver, this
 13 functionality allowed drivers to record internal footage of Uber trips using their phone's camera
 14 as a dash camera.

15 22. In addition to making the feature optional, rather than automatic, Uber coded its
 16 in-app video recording functionality so that all recordings are encrypted in the Uber App and
 17 locally stored on the driver's cell phone, meaning that recordings cannot be obtained by Uber, law
 18 enforcement, or any third party without the express authorization of the driver.

19 23. The result is that in-app video recording does not have any deterrent effect on
 20 sexual assault or sexual misconduct by drivers against passengers because drivers exercise
 21 absolute control over whether recording happens, and because drivers know that, even if the
 22 technology is on, third parties cannot access the recordings.

23 24. Had the Uber App included automatic video monitoring of rides and the time
 24 period during which riders and drivers remained in close proximity to one another, by definition
 25 that feature would have been engaged at the time Plaintiff was subjected to sexual misconduct.

26 25. Automatic video monitoring would have deterred the driver from assaulting
 27 Plaintiff.

1 **WHEREFORE**, Plaintiff prays for relief and judgment against Defendants for economic
 2 and non-economic compensatory and punitive and exemplary damages, together with interest,
 3 costs of suit, attorneys' fees, and all such other relief as the Court deems proper. At this time,
 4 Plaintiff does not seek injunctive relief, but reserves all rights to later seek such relief as
 5 appropriate under Fed. R. Civ. P. 15(b)(2) and Fed. R. Civ. P. 54(c).

6 **JURY DEMAND**

7 Plaintiff demands a trial by jury as to all claims in this action.

8 Dated: March 14, 2025

/s/ Walt Cubberly

John Eddie Williams, Jr.

Brian Abramson

Margret Lecocke

Walt Cubberly (SBN 325163)

Batami Baskin

Myles Shaw

WILLIAM HART & BOUNDAS, LLP

8441 Gulf Freeway, Suite 600

Houston, Texas 77017-5051

Telephone: (713) 230-2200

Facsimile: (713) 643-6226

Email: jwilliams@whlaw.com

Email: babramson@whlaw.com

Email: mlecocke@whlaw.com

Email: wcubberly@whlaw.com

Email: bbaskin@whlaw.com

Email: mshaw@whlaw.com

18 *Attorneys for Plaintiff*

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FILER'S ATTESTATION

I am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 5-1(i)(3), I attest that the signatory above has concurred in this filing.

Dated: March 14, 2025

By: /s/ Annie M. Wanless
Annie M. Wanless